



Order under Section 57 Residential Tenancies Act, 2006

Citation: Shea v Lourenco, 2026 ONLTB 49866

Date: 2026-06-25

File Number: LTB-T-011646-26

In the matter of: 109 TOLTON AVE
HAMILTON ON L8H5N7

Between: Joseph Shea
Krystal Sukola
Tenants

And

Justin Lourenco
Landlord

Joseph Shea and Krystal Sukola (the 'Tenants') applied for an order determining that Justin Lourenco (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on June 22, 2026.

The Landlord, the Landlord's representative I. Shemesh and the Tenant Joseph Shea attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. Subsection 57(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenant to prove each of the following on a balance of probabilities:
 - The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlord served the N12 notice of termination in bad faith.

3. The Tenant did not prove that Tenants vacated the rental unit as a result of the N12 notice of termination.
4. The parties do not dispute that in May, 2024 the Landlord gave the Tenants an N12 Notice of Termination under 48 of the Act with a termination date of June 30, 2024. In the N12 Notice, the Landlord claimed that he required vacant possession of the rental unit because the Landlord intended to move into the unit. The Tenants did not vacate the rental unit on June 30, 2024. The Landlord did not file an L2 application based on the N12 notice.
5. On July 17, the Landlord filed an application with the LTB (file number LTB-L-058226-24) based on N5 and N8 notices given to the Tenants for termination of the tenancy on September 30, 2024. On December 18, 2024 an Order (the "L2 N5 Order") was issued for payment of the sum of \$450.00 on terms with a provision that if the Tenants missed a scheduled payment, the Landlord could apply for an eviction.
6. The Landlord also gave the Tenants an N4 notice for arrears of rent and filed an L1 Application about non-payment of rent (file number LTB-L-058050-25). An Order (the "L1 Order") was issued on February 7, 2025. In the L1 Order, the Tenants had until February 18, 2025 to void the Order by paying the Landlord \$22,686 failing which the Landlord could pursue eviction by filing the Order with the sheriff's office for enforcement.
7. The Tenants did not pay the Landlord \$22,686 by February 18, 2025.
8. As the Tenants did not vacate the rental unit on February 18, 2025, the Landlord commenced enforcement proceedings with the Sheriff based on the L1 Order.
9. The Tenants admit that they did not move out of the rental unit on February 18, 2025. The Tenants acknowledge that they remained in occupation of the rental unit until March 1, 2025 when faced with eviction under the L1 Order in March 2025. The Tenants evidence on cross-examination is that the reason they vacated the rental unit was because of "all these Orders" and the

Tenants specifically stated that they moved out because of the enforcement of the L1 Order.

10. The parties do not dispute that the Tenants moved out of the rental unit on March 1, 2025. In their T5 application the Tenants state that they moved out of the rental unit on March 1, 2025. However, they disagree about the reason the Tenants moved out of the rental unit. The Tenants claim that they moved out of the rental unit on March 1, 2025, shortly before the scheduled eviction, pursuant to the N12 notice given to them in May, 2024 for which no L2 application had been commenced. The Landlord's position is that the Tenants moved out as a result of the enforcement of the L1 Order about non-payment of rent. Based on the evidence before me, I prefer the Landlord's position on this issue.

11. I find that the Tenants did not intend to vacate the rental unit and remained in the rental unit until faced with eviction under the L1 Order and moved out of the rental unit as a result of the anticipated execution of the L1 Order on March 1, 2025, which is entirely unrelated to the N12 Notice.

12. Therefore, I do not find that the Tenants vacated the rental unit as a result of the N12 Notice the Landlord gave them. Since one of the required parts of the test in subsection 57(1)(b) is not satisfied, I find that the T5 Application must be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

June 25, 2026
Date Issued

Jack Jamieson
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

